

AMENDED IN ASSEMBLY JUNE 23, 2010

AMENDED IN SENATE MAY 28, 2010

AMENDED IN SENATE APRIL 27, 2010

SENATE BILL

No. 1085

Introduced by Senator Runner
(Coauthor: Assembly Member Knight)

February 17, 2010

An act to amend Section 19418 of the Business and Professions Code, and to add Article 3.8 (commencing with Section 4171) to Chapter 6 of Part 3 of Division 3 of the Food and Agricultural Code, relating to district agricultural associations.

LEGISLATIVE COUNSEL'S DIGEST

SB 1085, as amended, Runner. 50th District Agricultural Association: ~~Antelope Valley Fair: lease.~~ *joint powers agreement.*

Existing law divides the state into agricultural districts within the boundaries of which agricultural associations may be formed. Existing law provides that District 50 is all that portion of Los Angeles County which lies north of the south line of Township 5 North, San Bernardino base.

This bill would ~~permit a nonprofit organization to hold an annual fair in lieu of the annual fair held by the 50th District Agricultural Association, with the consent of the Secretary of Food and Agriculture. The bill would permit the Director of General Services, with the consent of, and on terms approved by, the secretary, to lease to the nonprofit organization, for the fair market value, the premises known as the Antelope Valley Fair for a period not to exceed 99 years. During the period that the lease is in effect, the 50th District Agricultural~~

~~Association would be required to be inactive and not have any powers or duties. The bill would permit employees of the 50th District Agricultural Association to make an election concerning employment with the nonprofit lessee of those premises, as provided. The bill would also provide that the nonprofit organization may elect to be a member of the network of California fairs on terms and conditions mutually agreed upon by the Department of Food and Agriculture and the nonprofit organization authorize the 50th District Agricultural Association, with the consent of the Secretary of Food and Agriculture, to enter into a joint powers agreement for the purpose of creating a joint powers agency to operate, maintain, and improve the facilities and functions of the 50th District Agricultural Association. The bill would specify the powers of the joint powers agency, and would authorize it to accept the donation of, acquire, own, sell, or lease real property and to pledge its property or revenue for the sale of bonds to construct, equip, and furnish related facilities. The bill would permit employees of the 50th District Agricultural Association to make an election concerning employment with the joint powers agency, as provided. The bill would provide that the state is not liable for any debt of the joint powers agency.~~

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Article 3.8 (commencing with Section 4171) is
2 added to Chapter 6 of Part 3 of Division 3 of the Food and
3 Agricultural Code, to read:

4
5 Article 3.8. 50th District Agricultural Association
6

7 4171. (a) Notwithstanding any other provision of law, the 50th
8 District Agricultural Association, with the consent of the secretary,
9 may enter into a joint powers agreement pursuant to Chapter 5
10 (commencing with Section 6500) of Division 7 of Title 1 of the
11 Government Code for the purpose of creating a joint powers
12 agency to operate, maintain, and improve the facilities and
13 functions of the 50th District Agricultural Association. This joint
14 powers agency's duties shall include planning, designing, and
15 constructing real property improvements, including new

1 construction, alteration, extension, betterment, and repair, and
2 purchasing fixed and movable equipment related to the facilities
3 and functions of the 50th District Agricultural Association.

4 (b) The joint powers agency may accept the donation of, acquire,
5 own, sell, or lease real property, and may pledge its property or
6 revenue for the sale of bonds to construct, equip, and furnish the
7 facilities, parking facilities, and any betterments, improvements,
8 and facilities related thereto.

9 (c) The joint powers agency may make and enter into contracts
10 and employ agents and employees. The joint powers agency may
11 manage, maintain, and operate the facilities, or may enter into
12 management contracts for the operation of the facilities. The
13 planning, designing, and constructing of these improvements, and
14 the agency's other duties, as specified in this section, shall be
15 undertaken in accordance only with those restrictions applicable
16 to the joint powers agency.

17 (d) Prior to the commencement of the joint powers agreement,
18 the parties to the agreement and the department shall ensure that
19 every employee in the civil service of the 50th District Agricultural
20 Association is provided with the option of continuing his or her
21 employment with the state, or of accepting a position as an
22 employee of the joint powers agency.

23 (1) With respect to an employee who chooses to continue his or
24 her employment with the state, the employee shall continue to be
25 subject to all of the provisions governing civil service employees,
26 and, additionally, all of the following shall apply:

27 (A) The joint powers agency shall contract with the department
28 for the services of the employee, consistent with his or her civil
29 service classification and status.

30 (B) The employee has the right to continue to provide services
31 to the joint powers agency pursuant to that contract during the
32 time the employee continues in the civil service classification he
33 or she held at the time of the employee's election.

34 (2) With respect to an employee who chooses to leave his or
35 her employment with the state and become an employee of the joint
36 powers agency, those employees are not employees of the state,
37 and are not subject to the requirements of Chapter 10.3
38 (commencing with Section 3512) and Chapter 10.5 (commencing
39 with Section 3525) of Division 4 of Title 1 of the Government Code.

1 (3) *If a position filled by a civil service employee pursuant to*
2 *contract with the department becomes vacant, the joint powers*
3 *agency may fill the position with a non-civil-service employee.*

4 (e) *If the joint powers agency contracts with another entity for*
5 *the operation or management of the facilities, the requirements of*
6 *subdivision (d) shall apply to the new entity prior to commencement*
7 *of any agreement.*

8 (f) *The State of California is not liable for any debts, liabilities,*
9 *settlements, liens, or any other obligations incurred by or imposed*
10 *upon the joint powers agency. The joint powers agreement executed*
11 *pursuant to this section shall expressly provide that the General*
12 *Fund and the Fair and Exposition Fund shall be held harmless*
13 *from all debts, liabilities, settlements, judgments, or liens incurred*
14 *by the joint powers agency, and that neither the state nor any*
15 *agency or division thereof shall be liable for any contract, tort,*
16 *action or inaction, error in judgment, mistake, or other act taken*
17 *by the joint powers agency, or any of its employees, agents,*
18 *servants, invitees, guests, or anyone acting in concert with, or on*
19 *the behalf of, the joint powers agency.*

20 ~~SECTION 1. Section 19418 of the Business and Professions~~
21 ~~Code is amended to read:~~

22 ~~19418. (a) “State designated fairs,” referred to in this chapter~~
23 ~~as fairs, means the California Exposition and State Fair in the City~~
24 ~~of Sacramento and those fairs specified in Sections 19418.1,~~
25 ~~19418.2, and 19418.3 that may receive financial support or are~~
26 ~~otherwise governed pursuant to this chapter. These fairs may also~~
27 ~~be referred to as part of the “network of California fairs.”~~

28 ~~(b) A nonprofit organization that holds an annual fair pursuant~~
29 ~~to Section 4163 or 4171 of the Food and Agricultural Code may~~
30 ~~elect to be a member of the network of California fairs on terms~~
31 ~~and conditions mutually agreed upon by the Department of Food~~
32 ~~and Agriculture and the nonprofit organization.~~

33 ~~SEC. 2. Article 3.8 (commencing with Section 4171) is added~~
34 ~~to Chapter 6 of Part 3 of Division 3 of the Food and Agricultural~~
35 ~~Code, to read:~~

Article 3.8. ~~50th District Agricultural Association~~

~~4171. (a) With the consent of the secretary, a nonprofit organization may hold an annual fair in lieu of the annual fair held by the 50th District Agricultural Association.~~

~~(b) Notwithstanding any other provision of law, the department may enter into contracts with the nonprofit organization referred to in subdivision (a) for the receipt of public funds.~~

~~(c) Notwithstanding any other provision of law, the Director of General Services, with the consent of, and on terms approved by, the secretary, may lease certain premises commonly known as the Antelope Valley Fair, containing approximately 135 acres situated in the County of Los Angeles and the City of Lancaster, to the nonprofit organization referred to in subdivision (a) for a period not to exceed 99 years, to hold an annual fair pursuant to subdivision (a). While the lease is in effect, the 50th District Agricultural Association shall be inactive, and shall not have any powers or duties.~~

~~(d) The lease executed pursuant to this section shall be for the fair market value of the property, and shall include a provision that the lease may be canceled if the lessee or its successor or assignee fails to hold an annual fair.~~

~~(e) Prior to the commencement of the term of the lease, the lessee and the department shall ensure that every employee in the civil service of the 50th District Agricultural Association is provided with the option of continuing his or her employment with the state, or of accepting a position as an employee of the lessee.~~

~~(1) With respect to an employee who chooses to continue his or her employment with the state, the employee shall continue to be subject to all of the provisions governing civil service employees, and additionally, all of the following shall apply:~~

~~(A) The lessee shall contract with the department for the services of the employee, consistent with his or her civil service classification and status.~~

~~(B) The employee has the right to continue to provide services to the lessee pursuant to that contract during the time the employee continues in the civil service classification he or she held at the time of the employee's election.~~

~~(2) With respect to an employee who chooses to leave his or her employment with the state and become an employee of the~~

1 lessee, those employees are not employees of the state, and are not
2 subject to the requirements of Chapter 10.3 (commencing with
3 Section 3512) and Chapter 10.5 (commencing with Section 3525)
4 of Division 4 of Title 1 of the Government Code.

5 (3) If a position filled by a civil service employee pursuant to
6 contract with the department becomes vacant, the lessee may fill
7 the position with a non-civil-service employee.

8 (f) The State of California is not liable for any debts, liabilities,
9 settlements, liens, or any other obligations incurred by or imposed
10 upon the nonprofit organization referred to in subdivision (a). The
11 lease executed pursuant to this section shall expressly provide that
12 the General Fund and the Fair and Exposition Fund shall be held
13 harmless from all debts, liabilities, settlements, judgments, or liens
14 incurred by the nonprofit organization, and that neither the state
15 nor any agency or division thereof shall be liable for any contract,
16 tort, action or inaction, error in judgment, mistake, or other act
17 taken by the nonprofit organization, or any of its employees, agents,
18 servants, invitees, guests, or anyone acting in concert with, or on
19 the behalf of, the nonprofit organization.